TASMANIAN INDUSTRIAL COMMISSION

Industrial Relations Act 1984
s.23 application to vary an award

Transport Workers' Union of Australia, Tasmanian Branch
(T.3271 of 1991)

TRANSPORT WORKERS GENERAL AWARD

COMMISSIONER P A IMLACH 25 November 1991

Wage rates - State Wage August 1991 - Structural Efficiency Principle

Order - No. 5 of 1991
(Consolidated)

The above award is varied as follows:

Delete all the clauses contained therein and insert in lieu thereof the following:

1. TITLE

This award shall be known as the 'Transport Workers General Award'.

2. SCOPE

This award is established in respect to the occupations of:

(a) driver, driver's assistant, and loader employed in connection with a motor vehicle used for the transport of goods or materials;

(b) driver of a mobile crane;

(c) driver of a fork lift truck;

which are not covered by other Awards of this Commission.

3. ARRANGEMENT

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4. DATE OF OPERATION

This award shall come into operation from 13 December 1990.

PROVIDED THAT it is a term of this award (arising from the decision of the Tasmanian Industrial Commission in the State Wage Case of 13 August 1991) that the union undertakes, until 30 November 1991, not to pursue any extra claims, award or overaward, except where consistent with those principles.

5. SUPERSESSION AND SAVINGS

This award incorporates and supersedes No. 3 of 1990 (Consolidated), and Nos. 1, 2, 3 and 4 of 1991.

Any employee in receipt of a rate of wage in excess of that herein prescribed shall not have his or her wages reduced as a result of this Award.

6. PARTIES AND PERSONS BOUND

Unless otherwise specified, this award shall have application to and be binding upon:

(a) all employers (whether members of a registered organisation or not) who are engaged in the occupation specified in Clause 2 - Scope;

(b) all employees (whether members of a registered organisation or not) for whom classifications appear in this award and who are engaged in the occupation specified in Clause 2 - Scope;

(c) the following organisation of employees in respect of whom award interest has been determined:

(i) the Transport Workers' Union of Australia, Tasmanian Branch and the officers of that organisation and their members employed in the occupation specified in clause 2 - Scope;

(d) the following organisation of employers in respect of whom award interest has been determined:

(i) the Tasmanian Confederation of Industries.

7. DEFINITIONS

**`Articulated vehicle'** shall mean a vehicle with three or more axles, comprising a power unit (called a `tractor truck', `prime- mover', etc.) and semi-trailer which is superimposed on the power turntable and is articulated whether automatically detachable or permanently coupled.

**`Double-articulated vehicle'** shall mean a vehicle with four or more axles, comprising a power unit (called `tractor truck', `prime- mover', etc) and semi-trailer (called `dolly trailer') which is superimposed on the power unit, which in turn has a load-carrying semi-trailer superimposed upon the dolly trailer, both semi- trailers and the power unit being coupled together by means of king-pins and revolving on turntables and are articulated whether automatically detachable or permanently coupled.

`Casual employee' shall mean an employee engaged and paid as such.

**`Dirty material'** shall mean coal, coke, briquettes, bitumen (provided that this be limited to bitumen and/or bituminous material for spreading upon roads and excluding bitumen in metal containers) plumbago, graphite, black lead mangenese, lime, `coamaidai' lime, tallite, limil, plaster, plaster of paris, red oxide, zinc oxide, `Quickardo' cement, superphosphate (in second- hand and/or farmers' own bags), rock phosphate, dicalcic phosphate, yellow ochre, charcoal, empty flour-bags, supercel in jute bags, stone dust, refuse and /or garbage from Tiips in port, street sweepings, tar in sealed containers, shives of flax when carted as a full load, and any material or a particular load thereof which may be found to be dirty.

`Driver-salesman' shall mean an employee who is entrusted by his employer with goods or articles for sale and is required to exercise salesmanship in competition with other salesmen in respect of such goods or articles in the normal course of his duty, and who is not in receipt of a commission upon goods or articles sold by him. The term, `driver-salesman' shall not include a driver who is entrusted with goods or articles for delivery to customers in such quantities as such customers shall require from him.

`Employee handling money' shall mean an employee subject to this award who collects or pays out money and who is responsible for the safe custody of the amounts so collected or carried to be paid out.

**`Furniture'** shall mean any articles of household and/or office furniture or `white goods' which are completely manufactured and ready for use, and shall include furniture being transported from a manufacturer to a retail store unless such furniture is crated, cartonised or otherwise covered.

`Greaser and cleaner' shall without limiting the natural meaning include a person required to refuel motor vehicles at a depot, yard or garage.

`Gross Vehicle Mass/Gross Combination Mass' means:

(i) in the case of an articulated truck or heavy trailer combination:

the maximum permissible mass (whether described as the gross train mass or otherwise) for the motor vehicle and the trailer(s) or semi-trailer(s) attached to it, together with the load carried on each, as stated in any certificate of registration or other certificate that is issued in respect of the motor vehicle by the relevant authority or by the corresponding authority of another state or territory or that is required by law to be painted or displayed on the motor vehicle; and

(ii) in any other case:

the maximum permissible mass (whether described as the gross train vehicle mass or otherwise) for the motor vehicle and its load (but excluding any trailer and its load) as stated in a certificate of registration or other certificate that is issued in respect of the motor vehicle by the relevant authority or by the corresponding authority of another state or territory or that is required by the law to be painted or displayed on the motor vehicle.

`Gross vehicle weight on mass' shall mean the gross weight or mass of the vehicle and its load as specified by the manufacturer and in accordance with licensing or registration authorities under State or Commonwealth Acts.

`Leading loader' shall mean a loader or ganger in charge of loaders.

`Livestock' shall mean horses, cattle, sheep, pigs, goats or poultry.

`Loader' shall mean an employee not defined elsewhere in this award who is engaged in loading or unloading any goods, wares, merchandise or materials on to or from any vehicle and in work incidental to such loading or unloading; and a person engaged as a motor driver's assistant, but who performs work on the waterfront of the nature usually performed by a loader shall be deemed to be a loader whilst performing

such work. **Provided** goods in this definition shall, without limiting the natural meaning, include wares, merchandise, material or anything whatsoever whether in its raw state or natural state, wholly or partly manufactured state, or of a solid or liquid or gaseous nature or otherwise.

`Low loader articulated vehicle' means a vehicle consisting of a tandem drive prime mover and a gooseneck semi-trailer (not being a drop deck semi-trailer) with a loading area of the semi-trailer a maximum of one (1) metre off the ground. The prime mover and gooseneck semi-trailer being designed and manufactured and plated to operate at the required mass limits.

`Machinery float' shall mean any low-framed vehicle used for transporting self-propelled machinery.

**`Maker's capacity'** shall mean the capacity shown on the certificate of registration issued for the vehicle under any Act of the State or any Act of the Commonwealth. Where no such capacity is shown on the certificate of registration, `maker's capacity' shall mean the capacity attributed to the vehicle by the manufacturer as a maximum gross rating less the tare of the vehicle. Provided that on any day that the maximum weight of any load exceeds such capacity by one- third or more such maximum weight shall, for the purposes of assessing the wages to be paid for that day, be deemed to be the maker's capacity.

`Motor driver's assistant' shall mean and include any employee who accompanies the driver to assist in loading or unloading or delivering.

`Offensive material' shall mean bone-dust, blood, manure, dead animals, offal, fat, including that which is carted from hotels and restaurants or other places in kerosene tins, tallow in secondhand iron or steel drums, green skins, raw hides and sheepskins when fly-bown or maggotty, sausage skin casings (except when packed in non-leaky containers for consumption), salt-cake, spent oxide, hair and fleshings, soda ash, muriate of potash, sulphur ex-wharf, sheeps' trotters (known as `pie'), sulphuric acid of the strength of 96 per cent or 98 per cent in cases in which the carter is required to handle individual jars, horse, cow or pig manure, meat meal, liver meal, blood meal, T.N.T., and any other material which is found from time to time to be offensive material.

`Road-train vehicle' shall mean a rigid vehicle to which are coupled two or more trailers, or an articulated vehicle to which is coupled one or more trailers.

`Sanitary carter's mate' shall mean an employee who accompanies the driver to assist in loading or unloading.

`Summer' shall mean from 16 October to 14 April, inclusive.

`Truck loading crane' means a crane which is mounted on a truck or trailer and which is used for the purpose of loading or unloading loads from the truck or trailer on which the crane is mounted.

`Union' shall mean and refer to the Transport Workers' Union of Australia (Tasmanian Branch).

8. WAGE RATES.

DIVISION A - GENERAL CARTAGE

1. WAGE RATES

Adult employees of the classifications appearing below shall be paid as a minimum the rates assigned to those classifications for the type of work concerned.

This clause covers employees working in or in connection with the transport of goods, wares, merchandise, material or anything whatsoever whether in its raw state or natural state, wholly or partly manufactured state or of a solid or liquid or gaseous nature or otherwise, and/or livestock.

(a) Table of Weekly Wage Rates

		Base Rate $	Supplementary Payment $	Amount Per Week $
Grade 1				
A.	General Hand	331.10	14.10	345.20
	Motor Drivers Assistant			
B.	Loader	340.50	9.40	349.90
Grade 2				
A	Driver Tow Motor	355.70	9.60	365.30
	Leading Loader			
	Sanitary Carters Mate			
B	Driving a vehicle (including a motor cycle) not exceeding 4.5 tonnes gross vehicle mass (GVM)	358.80	8.00	366.80

		Base Rate $	Supplementary Payment $	Amount Per Week $
Grade 3				
A	Driving a forklift up to and including 5 tonnes lifting capacity. Driving a concrete transmit mixer up to and including 2 cubic metre bowl.	363.40	9.60	373.00
B	Driving a 2 axle rigid vehicle exceeding 4.5 tonnes but not exceeding 15 tonnes GVM.	367.40	7.30	374.70
Grade 4				
A	Driving a 3 axle vehicle exceeding 15 tonnes GVM up to 8 tonnes capacity. Driving a forklift over 5 tonnes and up to and including 10 tonnes lifting capacity. Driving a concrete mixer over 2 cubic metre bowl up to 5 cubic metre bowl.	365.80	13.90	379.70
B	Driving a straddle truck Driving a 3 axle rigid vehicle exceeding 15 tonnes-capacity over 8 tonnes up to 15 tonnes	369.90	11.80	381.70

		Base Rate $	Supplementary Payment $	Amount Per Week $
Grade 5				
A	Driving an articulated vehicle with 3 axles and a GCM of 22.4 tonnes or less. Driving a rigid vehicle and heavy trailer combination with 3 axles with a gross combination mass (GCM) of 22.4 tonnes or less - capacity over 10 tonnes up to 15 tonnes.	371.50	15.00	386.50
B	Driving a forklift with a lifting capacity in excess of 10 tonnes and up to 25 tonnes. Driving a concrete mixer with a 5 cubic metre bowl and over. Driving a forklift with a lifting capacity over 25 tonnes.	380.00	10.80	390.80
Grade 6				
A	Driving a rigid vehicle and heavy trailer combination with more than 3 axles and a GCM greater than 22.4 tonnes - over 16 tonnes and up to 21 tonnes capacity. Driving a mobile crane lifting up to 25 tonnes. Driving a rigid vehicle and heavy trailer combination with more than 3 axles and a GCM greater than 22.4 tonnes - over 21 tonnes capacity.	376.60	16.10	392.70

		Base Rate $	Supplementary Payment $	Amount Per Week $
B	Driving a mobile crane lifting over 25 tonnes.	384.20	12.40	396.60
	Driving an articulated vehicle with more than 3 axles and a GCM greater than 22.4 tonnes - capacity over 22 tonnes.			
	Driving a low loader with GCM up to 43 tonnes.			
Grade 7				
	Driving multi-axle trailing equipment up to 70 tonnes.	407.60	14.10	421.70

PROVIDED THAT an employee driving multi-axle trailing equipment up to 70 tonnes capacity as at 1 March 1991 shall receive 18% in addition to the above rate.

Grade 8				
	Driving multi-axle trailing equipment over 70 tonnes up to 100 tonnes capacity.	454.50	4.10	458.60

PROVIDED THAT an employee driving multi-axle trailing equipment between 70 and 100 tonnes capacity as at 1 March 1991 shall receive 7% in addition to the above rate.

For each additional 10 tonnes of capacity of part thereof in excess of 100 tonnes an extra $8.85 (as part of the weekly wage rate for all purposes) up to 150 tonnes shall be payable.

For each additional 10 tonnes of capacity or part thereof in excess of 150 tonnes an extra $8.50 (as part of the weekly wage rate for all purposes) up to 200 tonnes shall be payable.

For work performed in excess of 200 tonnes of capacity and up to 300 tonnes an additional payment of $8.30 per day (as part of the weekly wage rate for all purposes) to be added to the 200 tonne rate.

(b) Table of Further Additional Amounts

An employee required to perform any work described in the table set out hereunder shall be paid in addition to the appropriate weekly wage rate the amount prescribed herein for such work.

2. ITEMS PREVIOUSLY CONSIDERED FOR ADJUSTMENT ON ECONOMIC GROUNDS

		Per Week $
(a)	Leading hands in charge of:-	
	Not less than three and not more than ten employees	17.90
	More than ten and not more than twenty employees	27.20
	More than twenty employees	33.90

PROVIDED THAT this item shall not apply to leading loader.

(b) Any employee required to drive a motor vehicle in excess of 16.8 metres in length shall receive an additional $1.74 per day or part thereof.

(c) Any employee required to drive a motor vehicle with a truck loading crane mounted on the vehicle shall receive an additional $1.74 per day.

(d) Any employee required to drive a motor vehicle in excess of 3.5 metres in width or transport a load in excess of that width shall receive an additional $1.74 per day or part thereof.

(e)	Employee who is a recognised furniture carter engaged in removing and/or delivering furniture (as defined)	9.40
(f)	Employee who is a recognised livestock carter carting livestock as defined	9.60
(g)	Employee driving sanitary vehicle	10.80
(h)	Employee driving vehicle collecting garbage	8.70
(i)	Driver required to act as salesman of goods in his vehicle	1.75

(j) Driver-salesman (as defined) 8.00

Note: no employee shall be entitled to receive in any one week both the additional amounts set out in items (i) and (j) of this subclause.

(k) Employee carting, loading and/or unloading carbon black except when packed in sealed metal containers, an extra $1.04 per day or part thereof.

(l) Employee carting, loading and/or unloading offensive material 1.20

PROVIDED THAT a higher amount for any load or quantity that is particularly offensive may be fixed.

(m) Employee carting, loading and/or unloading dirty material, an extra 22 cents per hour.

(n) Employee who is required to cart tar (other than in sealed containers) for immediate spreading upon streets, tar in unsealed containers, or tarred material for spreading upon streets; and/or who spreads either of them upon streets, an extra 1.65

(o) Coffin allowance - employees required to handle coffins containing human remains shall be paid an amount of $1.45 for each coffin handled.

(p) Employee handling money (as defined)

For any amount handled:-

up to $ 20	0.75
over $ 20 but not exceeding $ 200	1.65
over $ 200 but not exceeding $ 600	3.30
over $ 600 but not exceeding $1000	3.70
over $1000 but not exceeding $1200	5.20
over $1200 but not exceeding $1600	8.00
over $1600 but not exceeding $2000	8.85
over $2000	10.25

Note: Where a higher further additional amount becomes payable under items (f), (g), (h), (k), (l), (m) or (n) of this subclause, it shall supersede any lesser additional amount contained in these items which otherwise would have been liable for payment.

8A. SUPPLEMENTARY PAYMENTS

Supplementary payments prescribed in Clause 8 are a part of the total wage rate and are for all purposes of the award.

The supplementary payments are in substitution for over-award payments as defined to the extent of any award wage increase arising out of the application of minimum rates adjustments, broadbanding increases arising out of the November 1989 State Wage Case decision.

"Overaward payment" is defined as the amount (whether it be termed over-award payment, attendance bonus, service increment, or any term whatsoever) which an employee would receive in excess of the award wage which applied immediately prior to the introduction of supplementary payments for the classification in which such employee is engaged. Provided that such payment should exclude overtime, shift allowances, penalty rates, disability allowances, fares and travelling time allowances and any other ancillary payments of a like nature prescribed by this award.

Supplementary payments represent minimum payments in lieu of equivalent overaward payments and are an integral element in total wage component which consists of the weekly base wage and the supplementary payment.

9. ABSENCES FROM DUTY

(a) Where an employee is absent from duty (other than on annual leave, long service leave, public holidays, paid sick leave, workers' compensation, bereavement leave or jury service) he shall, fr each day absent lose average pay for each such day calculated by dividing his average weekly wage rate by 5.

An employee who is absent for part of a day shall lose average pay for each hour he is absent by dividing his average weekly wage rate by 38.

(b) An employee so absent from duty will not accrue the entitlement for a normal rostered day off provided for in Clause 22 - Hours of Work, subclause (e)(i) of this award. The employee shall take his day off as rostered but shall be paid, in respect of the week during which the rostered day off is taken, his average weekly pay less an amount calculated according to the following formula:

$$\text{No. of days absent during cycle} \times 0.4 \text{ hours} \times \frac{\text{average weekly pay}}{38}$$

Provided however that absence of less than 0.5 of a day shall not be counted for the purposes of this subclause.

(c) An employee working under a roster system provided for under Clause 22 - Hours of Work, subclause (e)(ii) of this award and absent from work without authorisation shall lose daily or hourly pay as the case may be, and shall not accumulate entitlement to a rostered day off and shall be paid during the week of his taking his rostered day off according to the following formula:

$$\text{No. of days absent} \times \text{daily accrual entitlement} \times \frac{\text{average weekly pay}}{38}$$

Where daily accrual entitlement is -

(i) two week cycle	0.8 hours
(ii) three week cycle	0.533 hours

PROVIDED HOWEVER that absences of less than 0.5 of a day shall not be counted for the purposes of this subclause.

(d) Where an employee takes long service leave, his entitlement to accrue towards a rostered day off shall cease. The employee shall not be entitled to a rostered day off during the period of long service leave. In lieu, the employee shall be paid the value of accrued entitlement outstanding to him on the last day of work prior to taking long service leave.

10. ANNUAL LEAVE

(a) Period of Leave.

A period of 28 consecutive days leave shall be allowed annually to an employee after twelve months continuous service (less the period of annual leave) as an employee on weekly hiring provided that leave shall accrue and be calculated on the basis of 2.923 hours for each five ordinary working days worked of continuous service.

(b) (i) Such period of annual leave shall not include award holidays observed on working days but shall include all other non-working days.

(ii) If any award holiday falls within an employee's period of annual leave and is observed on the day which, in the case of that employee would have been an ordinary working day, there shall be added to that period one day, being an ordinary working day, for each such holiday observed as aforesaid.

(iii) Where an employee, without reasonable excuse, proof whereof shall be upon him, is absent from his employment on the working day or part of the working day prior to the commencement of his annual leave or fails to resume work at his ordinary starting time on the working day immediately following the last day of the period of his annual leave, the employee shall not be entitled to payment for the public holidays which fall within his period of annual leave.

(c) Notice to be Given.

At least 28 days notice shall be given to an employee as to when he is to commence his leave; and, if such notice be withdrawn by an employer, the employee, if he postpones his leave, shall be compensated by the employer for any reasonable out-of-pocket loss occasioned thereby.

(d) Time When Leave Shall be Granted.

(i) Any leave to which an employee may become entitled hereunder shall be granted by the employer within 4 calendar months of its becoming due.

Provided that if, because of circumstances over which he has no control, an employer considers it impossible for him to grant leave to any employee within the said period, he may by agreement with the union postpone such leave until a later date.

Provided further that, in very exceptional circumstances, payment may be made for the whole or any part of the leave such as has been prescribed, provided that consent of the local branch of the union has been obtained.

(ii) Where an employee has become entitled to annual leave hereunder, but leaves or is dismissed for any cause before such leave is granted to him, he shall be paid wages in lieu of such leave at the appropriate rate accrued under subclause (a) of this clause.

(e) Leave to be Given and Taken.

The annual leave provided for by this clause shall be allowed and shall be taken, and except as provided in subclause (d) of this clause, payment shall not be made or accepted in lieu of annual leave. If an employer fails to grant leave within the period of any postponement thereof mentioned in subclause (d) of this clause, and is convicted on that ground for a breach of this award and the employee is not a consenting party to such failure, the employer shall, in addition to the wages payable under subclause (f) of this clause, also pay to such employee a further sum equal to the wages payable under paragraph (f) (ii) of this clause.

(f) Payment for Period of Annual Leave.

(i) Each employee before going on leave shall be paid the wages he would have received in respect of the ordinary time he would have worked had he not been on leave during the relevant period.

Subject to paragraph (ii) of this subclause, each employee shall, where applicable, have the amount of wages to be received for annual leave calculated by including the following where applicable:-

(a) the rate applicable to him as prescribed by Clause 8 - Wage Rates and Clause 24 - Juniors of this award;

(b) subject to paragraph (g)(ii) of this clause the rate prescribed for work by Clause 22 - Hours of Work of this award according to the employee's roster or projected roster;

(c) the rate payable pursuant to Clause 20 - Highest Function, of this award calculated on a daily basis which the employee would have received for ordinary time during the relevant period;

(d) any other rate to which the employee is entitled in accordance with his contract of employment for ordinary hours of work; provided that this provision shall not operate so as to include any payment which is of a similar nature to or is paid for the same reasons as or is paid in lieu of those payments prescribed by Clause 8 - Wage Rates, Section 2 - Items Previously Considered for Adjustment on Economic Grounds, subclauses (k), (l), (m), (n) and (o) and Clause 230 - Overtime and Clause 39 - Travelling Allowance, of this award, nor any payment which might have become payable to the employee as reimbursement for expenses incurred.

(ii) Loading on Annual Leave

During a period of annual leave an employee shall receive a loading calculated on the rate of wage prescribed by subparagraph (f)(i)(a) of this clause.

The loading shall be as follows:-

(a) an employee who would have worked within the ordinary spread of hours prescribed under Clause 22 - Hours of Work, subclause (b) of this award only had he not been on leave a loading of 17.5 per cent.

(g) Leave in Advance

(i) An employer may grant annual leave to an employee before the right thereto has accrued due, but where leave is taken in such a case, a further period of annual leave shall not commence to accrue until the expiration of the twelve months in respect of which annual leave had been taken before it accrued.

(ii) Where leave has been granted to an employee pursuant to paragraph (i) of subclause (g) of this clause before the right thereto has accrued due, and the employee subsequently leaves or is discharged from the service of the employer before completing the 12 months continuous service in respect of which the leave was granted, the employer may, for each one complete month of the qualifying period of 12 months not served by the employee, deduct from whatever remuneration is payable upon the termination of the employment one-twelfth of the amount of wage paid on account of the annual leave, which amount shall not include any sums paid for any of the holidays prescribed in Clause 21 - Holidays, of this award.

Provided that, in cases where such leave is granted at the request of the employee, the employer may when making payment under subclause (f) - Payment for Period of Annual Leave of this clause withhold from the employee a sum equal to one-twelfth for each complete month of the qualifying period not served by the employee at the time of going on such leave and retain such sum until the expiration of such qualifying period.

(h) Proportionate Payment on Termination.

Proportionate payment shall be made to an employee on weekly hiring who after one month of continuous service in the first qualifying twelve monthly period -

(i) leaves his employment, or his employment is terminated by his employer through no fault of the employee; or

(ii) after 12 months continuous service with an employer leaves the employment of the employer or his employment is terminated by the employer for any reason;

and such payment shall be made on the basis of 2.923 hours for each 5 ordinary working days worked of continuous service, for which leave has not been granted under this clause, and shall be paid at the appropriate rate of wage prescribed by subclause (f) - Payment for Period of Annual Leave, of this clause.

(j) Calculation of Continuous Service.

(i) Continuity of service shall be deemed to be continuous notwithstanding -

(a) any interruption or determination of the employment by the employer if such interruption or determination has been made with the intention of avoiding obligations hereunder in respect of annual leave;

(b) any absence from work of not more than 91 days in 12 months on account of sickness or accident (proof whereof shall be on the employee);

(c) any absence on account of leave granted, imposed or agreed to by the employer; or

(d) any absence due to reasonable cause (including absences on account of sickness or accident of more than fourteen days), proof whereof shall be on the employee.

Provided that in cases of personal sickness or accident or absence with reasonable cause, the employee, to become entitled to the benefit of this subclause, shall, if practicable, inform the employer in writing wihin 24 hours after the commencement of such absence of his inability to attend for duty and, as far as practicable, the nature of the illness, injury or cause and the estimated duration of his absence.

(ii) In calculating a period of twelve months continuous service:

(a) (i) any annual leave taken therein; or

(ii) any absences of the kind mentioned in subparagraphs (j)(i)(a) and (j)(i)(b) of this subclause shall be counted as part of such period;

(b) in respect of absences of the kind mentioned in subparagraphs (j)(i)(c) and (j)(i)(d) of this subclause, the employee shall serve such additional period as part of his qualification for annual leave as will equal the period of such absences;

(c) where an employee is absent from work for any cause whatever, the employer shall notify the employee within 14 days of the employee's return to work whether the employer regards such absence as breaking, either conditionally or unconditionally the continuity of service of such employee. If the employer does not give such notice within the said 14 days, such absence shall not be deemed to be such a break. The employer shall give the notification to the employee by having it delivered to such employee in writing.

(k) For the purposes of this clause, a month shall be reckoned as commencing with the beginning of the first day of the employment, or period of employment, in question and as ending at the beginning of the day which, in the latest month in question, has the same date number as that which the commencing day had in its month, and if there be no such day in such subsequent month, shall be reckoned as ending at the end of such subsequent month.

(l) Successor or Assignee or Transmittee.

Where the employer is a successor or assignee or transmittee of a business, if an employee was in the employment of the employer's precedessor at the time when he became such successor or assignee or transmittee, the employee, in respect of the period during which he was in service of the predecessor, shall for the purpose of this clause be deemed to be in the service of the employer.

(m) Annual Close Down.

Where an employer bound by this award is required because of his contractual arrangements to cease operations because of the closing down of a plant or sections of a plant for the purposes of allowing annual leave, the following provisions shall apply:-

(i) he may, by giving to the employees concerned not less than one month's notice of his intention so to do, stand off for the duration of the close down all those employees concerned and allow to those who are not then qualified for a full entitlement to annual leave for 12 months, continuous service pursuant to subclause (a) of this clause paid leave on a proportionate basis at the appropriate rate of wage as prescribed by subclause (f) - Payment for Period of Annual Leave of this clause calculated on the basis of 2.923 hours for each five ordinary working days worked of continuous service;

(ii) an employee who has then qualified for a full entitlement to annual leave for 12 months continuous service pursuant to subclause (a) of this clause and has also completed a further month or more of continuous service shall be allowed his leave, and shall be paid at the appropriate rate of wages as prescribed by subclause (f) - Payment for Period of Annual Leave, of this clause, calculated on the basis of 2.923 hours for each five ordinary working days worked of continuous service;

(iii) the next 12 monthly qualifying period of each employee affected by such close down shall commence from the day on which the plant or section or sections concerned is re-opened for work;

(iv) if in the first year of his service with an employer an employee is allowed proportionate annual leave under paragraph (i) of this subclause, and subsequently within such year leaves his employment or his employment is terminated by the employer through no fault of the employee, he shall be entitled to the benefit of subclause (h) of this clause, subject to adjustment for any proportionate leave which he may have been allowed as aforesaid.

(n) Broken Leave.

Leave allowed under the provisions of subclause (a) shall be given and taken in one consecutive period, or if the employer and the employee agree, in any combination, provided one period shall not be less than seven (7) consecutive days, ie five (5) working days, and provided that any such agreement is reduced to writing and kept with the employees record of employment.

(o) If an employee falls sick on annual leave and produces at the time satisfactory medical evidence, he may be granted at a convenient time additional leave equivalent to the period of sickness falling within the annual leave, and such absence shall be recorded as sick leave.

(p) Rostered Day Off Falling During Annual Leave.

Upon an employee taking annual leave, his work cycle in respect of which he becomes entitled to a weekly accrual for a rostered day off pursuant to Clause 22 - Hours of Work, paragraph (e)(i) of this award, shall be suspended and he shall not become entitled to further accrual until his return from leave. Upon resumption of work, the entitlement period for accrual shall resume and the employee shall be entitled to be rostered to take a day off, and shall so take a rostered day off upon completing the balance of the work cycle.

(q) Any disputes in respect of annual leave shall be immediately referred to and determined by the Tasmanian Industrial Commission.

11. ARTICLES OF CLOTHING

(a) Where an employee is required by law or by his employer to wear any special uniform, cap, overall or other articles, it shall be supplied by the employer at no cost to the employee.

(b) (i) Where an employee is required by his employer to work continuously in conditions in which, because of their nature, his clothing would otherwise become saturated, the employer shall provide such employee with suitable protective clothing at no cost to the employee.

(ii) Where an employee is employed in the classification of `greaser and cleaner', or is normally required to service vehicles, he shall be issued overalls without charge.

PROVIDED THAT this subclause shall not apply to employees who are required as an adjunct to their normal duties to check such things as vehicle oil, water and tyres.

PROVIDED FURTHER that such protective clothing shall remain the property of the employer, and that the employee shall be liable for the cost of replacement of any article of protective clothing which is lost, destroyed or damaged through the negligence of the employee.

12. AWARD TO BE EXHIBITED

(a) A copy of this award and any variation thereto shall, as soon as the official print is available, be posted by the employer in a prominent place where it is easily accessible to the employees.

(b) After compliance with subclause (a) of this clause, the award and any variations thereto shall be kept posted at least every 6 months.

13. AWARD MODERNISATION

(a) The parties are committed to modernising the terms of the award so that it provides for more flexible working arrangements, improves the quality of working life, enhances skills and job satisfaction and assists positively in the restructuring process.

(b) In conjunction with testing the new award structure, the union is prepared to discuss all matters raised by the employers for increased flexibility. As such any discussion with the union must be premised on the understanding that:

(i) The majority of employees at each enterprise must genuinely agreed.

(ii) No employee will lose income as a result of the change.

(iii) The union must be party to the agreement, in particular, where enterprise level discussions are considering matters requiring any award variation, the union must be invited to participate.

(iv) The union will not unreasonably oppose any agreement.

(v) The disputes procedure will apply if agreement cannot be reached in the implementation process on a particular issue.

(c) Any enterprise agreement shall be signed by the parties, being the employer and the union or unions, and contain the following:

(i) The term of the agreement.
(ii) The parties covered by the agreement.
(iii) The classes of employees covered by the agreement.
(iv) The means by which a party may retire from the agreement.
(v) The means by which the agreement may be varied.
(vi) Where appropriate, the means by which any dispute arising in respect to the agreement may be resolved.

(d) Any agreement which seeks to vary a provision of this award shall be referred to the Tasmanian Industrial Commission.

(e) The parties agree that under this heading any award matter can be raised for discussion.

(f) The parties agree that they will continue to meet with the aim of modernising the award.

(g) At each enterprise, an employer, the employees and where appropriate the unions, shall establish a consultative mechanism and procedures appropriate to the size, structure and needs of that enterprise. Measures raised by the employer, employees and/or the unions for consideration shall be processed through that consultative mechanism and procedures.

14. BEREAVEMENT LEAVE

(a) An employee shall be entitled to a maximum of two (2) days leave without loss of pay on each occasion and on production of satisfactory evidence of the death wheresoever it may occur of the employee's husband, wife (which expression shall include a de facto husband or wife), father, mother (which expression shall include foster father or foster mother as the case may be) brother, sister, child (including step-child), grandfather, grandmother, father-in-law, mother-in-law.

(b) Where an employee would otherwise become entitled to bereavement leave pursuant to the provisions of subclause (a) of this clause, but such day or days occur on a day or days rostered for the employee to take off pursuant to Clause 22 - Hours of Work paragraph (e)(i) of this award, he shall not be entitled to bereavement leave, nor will his bereavement leave entitlement be reduced as a result of his taking bereavement leave on that day.

15. CHANGE (MONEY)

Where an employer requires an employee to give change to clients, such change shall be supplied by the employer.

16. CONTRACT OF EMPLOYMENT

(a) Weekly Employment.

(i) An employer shall definitely state to an employee at the time of engagement whether such engagement is on weekly hiring or on casual hiring. Failing such statement, the employee shall be deemed to be engaged on weekly hiring.

(ii) Employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wages, as the case may be. This shall not affect the right of the employer to dismiss any employee without notice for malingering, inefficiency, neglect of duty, or misconduct, and in such cases all moneys due shall be paid to the employee forthwith.

(iii) An employee not attending for duty shall, except as provided by Clauses 10 - Annual Leave, 14 - Bereavement Leave, 21 - Holidays, and 35 - Sick Leave of this award, lose his pay for the actual time of such non attendance.

(iv) Where a notice is given by an employer purporting to expire within the week next preceding Christmas Day or Good Friday, but the employer expressly or impliedly allows the employee to believe that he is to resume work not later than one week after New Year's Day or Easter Monday, as the case may be, such notice shall have no effect and the engagement shall be deemed to have continued unaffected by such notice.

(v) A weekly employee shall not be changed to a casual employee within the week next preceding Christmas Day or Good Friday.

(vi) Notice to terminate the engagement which is given every week or otherwise in such manner that the employee is not able to know with certainty a week before a particular date whether his engagement will or will not be terminated by the employer upon that date shall not be deemed a valid notice unless given during a general or shipping or coal strike.

(vii) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Award, provided that such duties are not designed to promote deskilling.

(viii) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been trained in the use of such tools and equipment.

(ix) Any direction issued by an employer pursuant to paragraphs (vii) and (viii) of this subclause shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

(x) An employer requiring employees to undertake medical checks during a term of employment or who require persons seeking employment, to undertake a medical check as part of an interview process, shall reimburse all medical costs not recoverable from a health fund by the employee or persons seeking employment.

(b) Casual Employment.

(i) A casual employee shall be notified at the end of that day if his services are not required next working day; failing such notice, a full day's wage shall be paid for the next working day.

(ii) A casual employee, for working ordinary time, shall be paid per hour one thirty-eighth of the sum of the weekly wage rate prescribed by this award, plus 20 per cent, for the work which he performs. A minimum payment as for four hours shall be paid.

(iii) A casual employee for working overtime or outside ordinary hours shall be paid per hour one thirty-eighth of the weekly wage rate prescribed by this award at the appropriate overtime rates, plus 10 per cent of his ordinary time earnings for the work which he performs.

(iv) A casual employee shall not be entitled to the benefits of Clauses 10, 14, 21, 25 or 35 of the Award.

17. FIRST AID ALLOWANCE

An employee holding a current first aid qualification from St. John Ambulance, Red Cross or similar body and appointed by his employer to perform first aid duty shall be paid in addition to his wages $4.90 for any week he is so appointed. The employer will reimburse the cost of fees for any courses necessary for any employee covered by this clause to obtain, and maintain current, the appropriate first aid qualification.

18. GEAR TO BE PROVIDED

The employer shall provide all gear necessary for the loading and unloading of vehicles and securing of loads thereon.

19. HEAVY ARTICLES

An employee unaided by proper auxiliary appliances or by another man shall not be permitted to lift or carry goods over 70 kilograms in weight.

20. HIGHEST FUNCTION

An employee engaged for 2 hours or more on any day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day or shift.

Provided that an employee shall not be transferred to perform a class of work providing a lesser minimum rate of wage than that at which he is usually employed, unless he is given a week's notice.

Notwithstanding any other provisions of this award, on any day on which an employee covered by this award is engaged in the cartage or distribution of petrol or petroleum products from refineries, terminals or depots of distributors covered by the Fuel Merchants' Award as varied from time to time, he shall be paid for each day at the rate of pay prescribed by this award, or the rate of pay prescribed by the Fuel Merchants' Award whichever is the higher rate.

20. HOLIDAYS

(a) An employee on weekly hiring shall be entitled, without deduction of pay, to the holidays observed in respect of:-

New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Birthday of the Sovereign, Labour Day, Christmas Day, Boxing Day, Easter Saturday and Regatta Day (in Southern Tasmania) and on Recreation Day (in Northern Tasmania).

(b) No weekly employee who has, without the consent of his employer and without reasonable cause, absented himself from his employment on the day before or the day after a holiday shall be free from deduction of pay in respect of such holiday.

(c) (i) For all time worked by employees on such holidays, payment shall be made at double time and one half.

The minimum payment shall be as for 3 hours work.

(d) Where a weekly employee is entitled to any holiday prescribed by this clause, his employer shall notify such employee on the working day immediately preceding such holiday if his services are required thereon, and if such notice be not given the employee shall be entitled to take such holiday without deduction of pay.

(e) If an employer intends to carry on business on a day generally observed as a holiday although not prescribed as such in this award, he shall not be entitled to make a deduction from the wages of any weekly employee who fails to present himself for duty on that day unless he shall have given the employee notice of his intention to carry on business on that day.

(f) For the purpose of subclause (a) of this clause, 8 hours shall be deemed to be a day's pay.

(h) No employee shall be dismissed by an employer for the express purpose of avoiding payment for a holiday as prescribed by this clause.

(i) Where in the State or a locality within the State an additional public holiday is proclaimed or gazetted by the authority of the Commonwealth Government or of the State Government and such proclaimed or gazetted holiday is to be observed generally by persons throughout the State or a locality thereof, other than by those covered by Federal awards, or when such a proclaimed or gazetted day is, by any required judicial or administrative order, to be so observed, then such day shall be deemed to be a holiday for the purposes of this award, for employees covered by this award who are employed in the State or locality in respect of which the holiday has been proclaimed or ordered as required.

22. HOURS OF WORK

(a) The ordinary hours of work shall be an average of 38 per week to be worked on one of the following bases:-

(i) 38 hours within a work cycle not exceeding 7 consecutive days; or

(ii) 76 hours within a work cycle not exceeding 14 consecutive days; or

(iii) 114 hours within a work cycle not exceeding 21 consecutive days; or

(iv) 152 hours within a work cycle not exceeding 28 consecutive days.

(b) Subject to the exemptions hereinafter contained, the ordinary hours of work shall not exceed 8 hours per day and shall be worked each continuously (except for meal breaks) on any day Monday to Friday between the hours of 5.30 a.m. and 6.30 p.m.

(c) The spread of ordinary hours may be altered in any depot, yard or garage by agreement between an employer and the Branch Secretary of the Union.

(d) In addition, the times within which ordinary hours of work may be performed shall not apply to:-

(i) newspaper deliveries: where for the sole purpose of transport and delivery of daily newspapers;

(ii) meat deliveries: where for the sole purpose of loading, transport and delivery of butcher's meat from abattoirs or meatworks and such meat is to be used for human consumption;

(iii) live poultry: where for the sole purpose of loading, transport and delivery of live poultry from poultry farms to poultry processing plants;

(iv) a driver employed at a fish, fruit or vegetable store.

Provided in lieu of the times mentioned in subclause (b) of this clause an employer may require an employee to commence his ordinary hours of work between 12.01 a.m. and 5.30 a.m. (Monday to Friday inclusive) but not otherwise and in which case the weekly wage rate of such employee shall be increased by 30 per cent.

(e) Ordinary hours of work shall be worked by either of the following:-

(i) Providing for a Normal Rostered Day Off.

(A) by employees working to a roster drawn up in each depot, yard or garage providing for 19 days each of eight hours over a continuous four week period;

(B) each employee shall take his rostered day off in accordance with the roster;

(C) rostered days off may be accumulated to a maximum of ten days over a 40 week period;

Rosters shall be fixed in advance by mutual agreement between the employer and the employee and shall not be altered unless exceptional circumstances arise.

(D) in those arrangements where rostered days off are not accumulated, an employer may, due to operational requirements, require an employee not to take his rostered day off during the period it accrues. In this event, a replacement rostered day off shall be taken on the following basis:-

(1) where the rostered day off not taken was either a Friday or a Monday, the next practicable Friday or Monday shall be taken as a replacement rostered day off;

(2) where the rostered day off not taken was a Tuesday, Wednesday or a Thursday, the replacement rostered day off shall be taken on the first practicable day available for the taking of such replacement rostered day off;

(E) otherwise an employee's normal rostered day off may be changed during the currency of a roster period by agreement between the employer and such employee. In the absence of such agreement 48 hours notice of such alteration shall be given to the employee;

(F) Calculation of Payment -

payment shall be for 7 hours 36 minutes per day with accrual as entitlement for a rostered day off being made on the basis of a 19 day period where an employee works 152 hours within a work cycle not exceeding 28 consecutive days at 24 minutes per day;

(G) an employee whose rostered day off occurs on a pay day shall be paid his wages on his next ordinary working day following his rostered day off;

(H) where an employer is required to serve a particular industry or plant or section thereof and there has been a cessation of operations resulting from annual close down, industrial action, compulsory closure as a result of a legislative direction, other circumstances beyond the control of the employer or, in the event of machinery or plant breakdown, such employer may require his employees to take a rostered day or days off to coincide with the day or days that the operations closed, up to a maximum of 5 days.

In this event a rostered day or days off which would normally become due to the employee shall not become so due for the number of days taken pursuant to the provisions of this paragraph.

Provided however that an employee disadvantaged in terms of leisure time by a rostered day or days off normally falling on a Friday or a Monday being required to be taken on a Tuesday, Wednesday or Thursday, then such employee shall be rostered to take a Friday or Monday off on the earliest practicable opportunity upon his normal roster being resumed.

(ii) Providing for Other Than a Normal Rostered Day Off.

(A) Provided agreement has been reached between the employer and the Branch Secretary of the Union:-

(1) where an employer is required to service a particular industry or plant or section thereof which is operating under arrangements for a reduced working week other than that provided for in subparagraph (e)(i)(A) of this clause, the employer may arrange the hours of work of an employee to be applicable to that particular industry or plant, or section thereof.

In the event that such arrangement of hours of work result in an employee being granted one rostered day off in any period of 14 consecutive days, then the employee may be required to work pursuant to a roster providing for 9 days each of 8 hours 26 minutes over a continuous 2 week period.

In the event that such arrangement of hours of work result in an employee being granted one rostered day off in any period of 21 consecutive days, then the employee may be required to work pursuant to a roster providing for 14 days each of 8 hours 8 minutes over a continuous 3 week period;

PROVIDED the ordinary hours of work shall not exceed an average of 38 hours per week;

(2) where an employer can show that his business is likely to be severely disrupted or he is likely to suffer hardship as a result of the introduction of the reduced working week on the basis provided in paragraph (e)(i) of this clause, such employer may introduce a reduced working week for his employees upon the basis provided in paragraph (e)(ii)(B) of this clause.

(B) In the event of any of the following circumstances prevailing:-

(1) where an employer either engages twenty employees or less or operates fifteen vehicles or less pursuant to the provisions of this award at a particular yard, depot or garage;

(2) where an employer has entered into arrangements with a client for the provision of transport services on a permanent basis extending over each of the five days of each week, Monday to Friday inclusive and where such arrangements would be prejudiced by the requirement that rostered days off be taken on any day or all of such days of the week;

(3) where the operations being performed by the employer are such that it is necessary for particular employees to work five days of each week, Monday to Friday inclusive, and where such operations would be prejudiced by the requirement that a rostered day off be taken on any or all of such days;

the employer may require his employees to work ordinary hours over five days, Monday to Friday inclusive, of not more than 7 hours 36 minutes continuously (except for meal breaks).

(C) (1) Where an employer is required to service a particular industry or plant or section thereof and there has been a cessation of operations resulting from annual close down, industrial action, compulsory closure as a result of a legislative direction, other such circumstances beyond the control of the employer or in the event of machinery or plant breakdown, such employer may require his employees to take a rostered day or days off to coincide with the day or days that the operations are closed, up to a maximum of five days.

(2) An employer may require his employees to work additional periods of ordinary hours of work up to a maximum of 8 ordinary hours of work per day in order to restore any deficiency of hours arising from the taking of a rostered day or days off pursuant to the preceding subclause and at least twenty-four hours notice of such variation or change to the ordinary hours of work of the particular employee or employees concerned shall be given through the posting of a notice of the intended change at the yard, depot or garage concerned.

(D) Provided that, in the event that special or extraordinary circumstances exist, including, but not limited to, the location where the work is performed, an employer may implement for employees, provisions for hours of work on the basis of a roster within a work cycle other than 28 consecutive days upon which a fixed day for all employees, or various days, shall be a rostered day off during the particular cycle.

In the event that an employee is rostered to take one day off in each 14 continuous day cycle, then such employee may be required to work pursuant to a roster providing for 9 days each of 8 hours 26 minutes over such continuous 2 week period.

In the event that an employee is rostered to take 1 day off in each 21 continuous day cycle, then such employee may be required to work pursuant to a roster providing for 14 days each of 8 hours 8 minutes over such continuous 3 week cycle.

PROVIDED THAT the ordinary hours of work shall not exceed an average of 38 hours per week.

PROVIDED FURTHER that in any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any day, the arrangement of hours shall be subject to the agreement of the employer and the Branch Secretary of the Union.

(E) If required, employees shall comply with reasonable and lawful orders of the employer as to working overtime including the working of overtime on Saturday.

23. HOUSING

(a) Any employee required by his employer to live at a depot, yard or garage shall be provided with suitable accommodation free of cost.

(b) If an employer provides housing accommodation for an employee and his wife and family, and requires the employee to live there, the employer shall be entitled to charge a rent not exceeding $2.50 per week and not exceeding half the rent at which a similar house in the same locality would ordinarily be let.

24. JUNIORS

(a) Notwithstanding anything contained elsewhere in this award, the minimum rate to be paid to junior employees is as follows:-

under 19 years of age:

70% of the total wage payable to an adult for the class of work performed in the area in which it is performed;

19 years and under 20 years of age:

80% of the total wage payable to an adult for the class of work performed in the area in which it is performed;

20 years of age:

the full rate payable to an adult employee for the class of work performed in the area in which it is performed.

(b) No junior under 18 years of age shall be permitted to have sole charge of a motor vehicle.

(c) Juniors shall not be employed by any employer in a greater proportion than one junior to every 5 drivers receiving adult wages.

PROVIDED THAT by agreement between the Branch Secretary of the Union and the employer the proportion of juniors employed in any one depot may be increased to not more than one junior to every three employees receiving the adult rate.

(d) Where a junior employee aged 18 years or more is required to drive a motor vehicle and is in sole charge thereof, he shall be paid the adult rate assigned to the class of driving work that he is required to perform.

25. JURY SERVICE

(a) A weekly employee required to attend for jury service during ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time he worked had the employee not been on jury service.

(b) An employee shall give his employer at least 5 days notice of the date upon which he is required to attend for jury service. Further, the employee shall give his employer evidence of attendance, the duration of such attendance and the amount received in respect of such attendance.

PROVIDED THAT in those States that provide by legislation for jury service makeup payment, the amount so provided be deducted from the amount to be made up by the employer as specified in subclause (a) of this clause. An employee shall lose his right to an accrual to a rostered day off when on jury service.

26. LOG BOOKS

Where a weekly employee is required to possess a log book, the cost of such book shall be reimbursed by the employer.

27. MAJORITY PROVISIONS - CONDITIONS OF EMPLOYMENT

(a) Where employees bound by this Award are employed by an employer whose principal business or undertaking is one other than the transport of materials upon public highways and the majority of employees are covered by an award made by (or agreement approved by) the Tasmanian Industrial Commission or the Australian Industrial Relations Commission, then the provisions of that award (or agreement) shall apply to the employer's transport workers except the following provisions of this Award which shall continue to apply:

Clause	1.	Title
	2.	Scope
	3.	Arrangement
	4.	Date of Operation
	5.	Supersession and Savings
	6.	Parties and Persons Bound
	7.	Definitions
	8.	Wage Rates
	15.	Change (Money)

16. Contract of Employment
18. Gear to be Provided
21. Highest Function
23. Housing
24. Juniors
26. Log Books
32. Right of Entry
41. Union Delegates

(b) Provided that the majority award provisions which apply pursuant to this Clause will not apply where inconsistent with legislation applicable to drivers of motor vehicles.

(c) If any questions arise as to the application of majority award provisions, they shall be determined by the Tasmanian Industrial Commission.

28. MEAL TIMES

(a) An employee shall be allowed a regular meal break during his ordinary hours of work except where unforeseen extraordinary circumstances arise which make the allowance of the regular meal break impracticable.

The meal break shall:-

(i) be of a regular duration of not more than 1 hour or less than 30 minutes;

(ii) commence not earlier than 3 1/2 hours after an employees fixed starting time of the ordinary hours of work;

(iii) commence not later than 5 1/2 hours after an employee's fixed starting time of the ordinary hours of work.

PROVIDED THAT in respect of paragraphs (ii) and (iii) above, where it is reasonable and practicable, the meal break shall be arranged to be in balance with the ordinary hours of work;

(iv) if the meal break be not so allowed, all time worked after the commencement time of the regular meal break until a break without pay for a meal time is allowed, shall be paid for at the rate of ordinary time, the payment to be in addition to any payment due in respect of a weekly or casual wage.

(b) Where an employee is required to work overtime for 2 hours or more after working ordinary hours he shall be allowed a crib break of 20 minutes before commencing overtime work and thereafter upon completing each 4 hour period until the overtime work is finished and such crib breaks shall be paid for at the ordinary rate.

An employer and employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the employer shall not be required to make any payment in respect of any time allowed in excess of 20 minutes.

(c) An employee required to work overtime for 2 hours or more before or after the usual starting or finishing time shall be paid a meal allowance of $4.80 unless they have been notified the day before of the intention to work overtime before or beyond the said starting or finishing time. Employees who are so notified but who are not required to work such overtime shall be paid the meal allowance.

(d) Notwithstanding anything contained in this clause, an employee shall not be required or permitted to work longer than 5 1/2 hours without a break for a meal.

29. NO REDUCTION IN WAGES

Nothing in this award shall in itself operate to reduce the rate of pay for any classifications in existence at the commencing date of this award.

30. OVERTIME

(a) An employer may require an employee to work reasonable overtime at overtime rates, and such employee shall work in accordance with such requirement.

(b) For all work done outside ordinary hours, the rate of pay shall be time and a half for the first 2 hours and double time thereafter, such double time to continue until the completion of the overtime work.

PROVIDED THAT in Clause 8 - Wage Rates, section 2 - Items Previously Considered for Adjustment on Economic Grounds, subclauses , (k) (l) (m) (n) (o) and (p) shall not be subject to the increased rates of pay hereinbefore referred to.

Except as provided in this subclause or subclause (c) of this clause, in computing overtime each day's work shall stand alone.

(c) Rest Period After Overtime.

When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.

An employee (other than a casual employee) who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he has not at least 10 consecutive hours off duty between those times, shall, subject to this subclause, be released after completion ofEA such overtime until he has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absences.

If, on the instruction of his employer, such an employee resumes or continues work without having had such 10 consecutive hours off duty, he shall be paid at double time rates until he is released from duty for such period, and he shall then be entitled to be absent until he has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(d) Call Back.

(i) An employee recalled to work overtime after leaving his employer's depot, yard or garage (whether notified before or after leaving the depot, yard or garage) shall be paid for a minimum of 3 hours work at the appropriate rate for the first time he is so recalled and a minimum two hours for each subsequent recall; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full 3 hours if the job he was recalled to perform is completed within a shorter period. This subclause shall not apply in cases where it is customary for an employee to return to his employer's premises to perform a specific job outside his ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

(ii) Overtime worked in circumstances specified in this subclause shall not be regarded as overtime for the purposes of subclause (c) of this clause where the actual time worked is less than 3 hours on such recall or on each of such recalls.

(e) Saturday Work.

An employee required to work overtime on a Saturday shall be afforded at least 4 hours work, or be paid for 4 hours at the appropriate rate, except where such overtime is continuous with overtime commenced on the day previous.

(f) Standing By.

Subject to any custom now prevailing under which an employee is required regularly to hold himself in readiness for a callback, an employee required to hold himself in readiness for work after ordinary hours shall, until released, be paid standing-by time at ordinary rates from the time from which he is so told to hold himself in readiness.

(g) Transport of Employees.

When an employee, after having worked overtime, finishes work at a time when reasonable means of transport are not available, the employer shall provide him with a conveyance to his home, or pay him his current wage for the time reasonably occupied in reaching his home.

31. PAYMENT OF WAGES

(a) Wages shall be paid weekly, not later than Thursday in each week. **PROVIDED THAT** where agreement is reached between an employer and a majority of employees wages may be paid fortnightly on the basis of one week's wages in arrears and one week's wages in advance.

(b) On the completion of the first full pay period and when any change is made in the weekly rate, the employee shall be notified in writing of the amount of wages to which he is entitled, the amount of deduction made therefrom, and the net amount being paid to him, provided also that such notification shall be given not less than once in each year of service.

(c) At the discretion of the employer, wages may continue to be paid by the current method or by direct transfer into an employee's bank (or other recognised financial institution) account.

(d) Where an employer elects to pay employees by direct transfer the employer shall pay to employees, in addition to any other entitlements, an amount to cover government fees and charges for one deposit and one withdrawal per pay.

(e) An employer shall give employees at least three months notice of the introduction of payment by direct transfer.

(f) All earnings, including overtime, shall be paid within 4 days of the expiration of the week in which they accrue.

(g) If an employer fails to make payment to an employee as prescribed on pay day he shall pay to each such employee $6.95 for each and every day thereof during which such default continues, unless he satisfactorily shows that such failure is due to some act on the part of the employee or to circumstances not under his control and which he could not reasonably have forseen and which he took reasonable steps to avoid or overcome.

(h) An employee kept waiting for his wages on pay day for more than a quarter-hour after the usual time for ceasing work shall be paid at ordinary rates for a minimum of half an hour provided that this subclause shall not apply when the delay is occasioned through no fault of the employer.

(i) Notwithstanding anything contained herein, any employer shall pay to an employee who leaves or is dismissed all moneys due to him forthwit, failing which he shall pay to the employee the sum of $9.20 for each and every day or part thereof during which such default continues.

This subclause shall not apply to any employee dismissed after normal time of cessation of work, provided that a cheque for all moneys due is posted to him on the morning of the next working day.

32. RIGHT OF ENTRY

(a) For the purpose of interviewing employees on legitimate union business a duly accredited union representative shall have the right to enter any premises in which work to which this award is applicable is being carried on, on the following conditions:-

(i) that he produces his authority to the gatekeeper or such other person as may be appointed by the employer;

(ii) that he interviews employees who are members of the Union or persons eligible to be members of the Union;

(iii) that not more than two representatives be on the premises at any one time;

(iv) that if any employer alleges that a representative is unduly interfering with his work, or is creating dissatisfaction amongst his employees, or is offensive in his methods, or is committing a breach of any of the previous conditions, such employer may refuse the right of entry.

(b) For the purpose of investigating complaints concerning the application of this award, a duly accredited union representative shall be afforded reasonable facilities for entering an employer's depot, yard or garage during working hours, subject to the following conditions:-

(i) that he discloses to the employer or his representative the complaint which he desires to investigate;

(ii) that he makes his investigations (other than with a member or person eligible to be a member) in the presence of the employer or his representative (if the employer so desires);

(iii) that he does not interfere with work proceeding in the depot, yard or garage; and

(iv) that he conducts himself properly.

(c) A union representative shall be a duly accredited representative of the union if he be the holder for the time being of a certificate signed by the President and Secretary of the local branch of the union.

33. SETTLEMENT OF DISPUTES

Subject to the Industrial Relations Act 1984 (as amended), any matter in dispute, including stand-down of employees for not less than one day where they cannot be usefully employed because of any strike or stoppage of work by any cause for which the employer cannot reasonably be held responsible, shall be the subject of negotiations and settlement in the following manner:-

(i) The matter shall be taken up by an accredited union delegate or union organiser with the employer concerned or by the employer concerned with the accredited union delegate or union organiser, as the case may be.

(ii) If the matter in dispute is not settled at the preceding stage, it may be referred by either the Branch Secretary (or his nominee) or the employer concerned to the Tasmanian Industrial Commission for settlement.

(iii) The decision of the Tasmanian Industrial Commission shall be accepted by the parties as final.

(iv) Where any of the provisions of this clause have been invoked by any party, the parties shall use their good offices and best endeavours to ensure that work continues without limitation during proceedings under this clause.

(v) Where a bona fide safety issue is involved, the parties shall give immediate priority to resolving the issue without industrial disputation. In resolving the issue, the parties shall have regard to recognised safety standards and any relevant legislation.

34. SHIFT WORK

(a) Definitions

(i) `Day shift' means a shift which commences at 5.30 am or later, but finishes at or before 6.30 pm.

(ii) `Afternoon shift' means a shift finishing after 6.30 pm but not later than 12.30 am.

(iii) `Night shift' means a shift which finishes after 12.30 am and at or before 8.30 am.

(iv) `Continuous work' means work carried on with continuous shifts of workers throughout the 24 hours of each of at least 6 consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

(v) `Rostered shift' means a shift of which the employee concerned has had at least 48 hours notice.

(vi) `Permanently working' - an employee shall be deemed to be, and to have been, permanently working an afternoon shift, or night shift, or combination of such shifts if:

(A) He/she works on an afternoon, or night shift or combination of such shifts, without rotating or alternating with another shift or with day work, so as to give him at least one-third of his working time off that afternoon or night shift or combination of such shifts in each shift cycle; or

(B) He/she remains on an afternoon or night shift only, or combination of afternoon or night shifts, for a longer period than four consecutive weeks; or

(C) He/she is specifically engaged to work on an afternoon or night shift only, or on a combination of afternoon and night shifts only.

(vii) `Shiftwork' means work extending for at least two weeks and performed either in daily recurrent periods, wholly or partly between the hours of 6.30 pm and 8.30 am or in regular rotating periods.

(b) Shiftwork - Rosters

(i) (A) The hours of work of employees on shift work shall be an average of 38 per week. Subject to the exemption hereinafter provided, ordinary hours of work shall not exceed eight hours per day continuously (except for crib breaks) on one of the following bases:

(1) 38 hours within a work cycle not exceeding seven (7) consecutive days; or

(2) 76 hours within a work cycle not exceeding fourteen (14) consecutive days; or

(3) 114 hours within a work cycle not exceeding twenty one (21) consecutive days; or

(4) 152 hours within a work cycle not exceeding twenty eight (28) consecutive days.

(B) Such hours of work shall be implemented in the manner provided for in subclause 22 (e) and shall be subject to the provisions of subclause 22 (e) and Clause 9 - Absences from Duty.

(C) Any shift which commences on or after 11.00 pm on a Sunday shall be deemed to be part of the Monday shift and paid accordingly.

(D) Crib time on any shift shall be at the time fixed by the employer and shall not be varied except in an emergency and with the consent of the employee; provided, however, that an employee shall not be required to work more than five and a half hours without a crib.

(ii) (A) There shall be a roster which shall provide for rotation unless, by agreement between the employer and the Branch Secretary of the Union (or his/her nominee) and the accredited representative of the Union at the employer's establishment, it is agreed otherwise.

(B) Shift rosters shall specify the commencing and finishing times of ordinary hours of respective shifts. A copy of such shift roster shall be kept posted in a prominent place. Such roster shall not be altered unless 48 hours notice is given.

(C) Transfer to existing shift rosters

Forty-eight (48) hours notice of any change of shift shall be given to an employee, in default of which overtime rates shall be paid for work done outside the ordinary shift hours within 48 hours of the time notified of the change.

(D) (1) Transfer of day worker to or from shiftwork

Day workers, given at least ten hours off duty immediately before commencing, or after ceasing shiftwork, may be transferred to or from shiftwork on 48 hours notice. In default of such notice shall be paid overtime rates for all work done outside previous ordinary working hours within 48 hours of the time notified of the change.

(2) Transfer of day worker to replace shift worker

Where it is necessary to transfer a day worker to replace a shift worker who fails to report for duty or who, for any reason is unable to continue duties, this clause shall not apply, but the position shall be deemed to be covered by paragraph (ii)(C) of this subclause.

(E) Variation of rosters

The method of working shifts and the time of commencing and finishing shifts may in any case be varied by agreement between the employer and the Branch Secretary of the Union (or his/her nominee) and the accredited representative of the Union at the employer's establishment to suit the circumstances of the establishment.

(F) Shift Allowances

For ordinary hours of shift, shift workers shall be paid the following extra percentages of the rate prescribed for their respective classifications.

		Percent
(1)	Rotating afternoon shift	15
(2)	Permanent afternoon shift	17.5
(3)	Rotating night shift	20
(4)	Permanent night shift	30
(5)	Permanently working alternate night and afternoon shift:	
	(a) when on afternoon shift	17.5
	(b) when on night shift	30

(G) Work on Saturday, Sunday or public holiday

Shift workers who work on a rostered shift the major portion of which is performed on a Saturday, Sunday or public holiday shall be paid as follows:

(1) Saturday - at the rate of time and one half.

(2) Sunday - at the rate of double time.

(3) Public Holidays - as prescribed in clause 20 - Holidays of this award, at the rate of double time.

The penalty rates prescribed by this subparagraph shall be payable in lieu of the shift allowance prescribed in subparagraph (ii)(F).

(H) Shift workers who work on any afternoon or night shift which does not continue for at least five consecutive afternoons or nights shall be paid at the rate of time and a half for the first three hours and double time thereafter for each such shift.

(I) Rate when shift extends beyond midnight

Notwithstanding anything contained herein, each shift shall be paid for at the rate applicable to the day on which the major portion of the shift is worked.

(J) Where shifts fall partly on a holiday, that shift the major portion of which falls on such holiday, shall be regarded as a holiday shift.

(K) Daylight Saving

Notwithstanding anything contained elsewhere in this Award, in any area where by reason of the legislation of a State, summer time is prescribed as being in advance of the standard time of that State the length of any shift:

(1) Commencing before the time prescribed by the relevant legislation for the commencement of a summer time period; and

(2) Commencing on or before the time prescribed by such legislation for the termination of a summer time period, shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end thereof, the time of the clock in each case to be set to the time fixed pursuant to the relevant State legislation.

In this subparagraph the expressions `standard time' and `summer time' shall be the same meaning as are prescribed by the relevant State legislation.

(c) Shiftwork - Overtime

(i) For all time worked outside or in excess of the ordinary shift hours or on a shift other than rostered shift, shift workers shall be paid at time and a half for the first two hour and double time thereafter except in cases where the time is worked:

(A) by arrangement between the employees themselves;

(B) for the purpose of effecting the customary rotation of shifts; or

(C) where it is due to the fact that the relief man/woman does not come on duty at the proper time; provided that when not less than eight hours notice has been given to the employer by the relief man/woman, that he/she will be absent from work and the employee whom he/she should relieve is not relieved, the unrelieved employee shall be paid at the rate of time and a half for the first three hours and double time thereafter for all time on duty after he/she has finished his/her ordinary shift.

(ii) Nothing contained in this subclause shall limit in any way the right of the employer to enforce punctual and regular attendance at work.

(iii) An employer may require any employee on shift work to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirements.

(d) Meal Time

All shift workers whilst working on day, afternoon or night shift shall be entitled to a paid crib time of twenty minutes. Such crib time to be allowed and taken as prescribed in subparagraph (b)(i)(D).

Unless the period of overtime is less than one and half hours an employee before starting overtime after working ordinary hours shall be allowed a meal break of twenty minutes which shall be paid for at ordinary rates. An employer and employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the employer shall not be required to make any payment in respect of any time allowed in excess of twenty minutes.

(e) Annual Leave

In addition to the leave hereinbefore prescribed, seven-day shift workers, that is employees working rostered shift necessitating regular rostered Saturday, Sunday and holiday work as part of their ordinary hours, after each twelve months continuous service shall be given an extra weeks leave. Where an employee is engaged for part only of the twelve-monthly period as a seven-day shift worker, the extra leave, to which he/she shall be entitled, shall be the same proportion of a week as the proportion which the time he/she spent as a seven-day shift worker during the period bears to a year.

35. SICK LEAVE

(a) An employee on weekly hiring, who is absent from work on account of personal illness or on account of injury by accident shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations.

(i) He shall not be entitled to paid leave of absence for any period in respect of which he is entitled to workers' compensation.

(ii) He shall as soon as possible and where practicable within one hour of the commencement of the employee's normal working day, inform the employer of his inability to attend for duty and, as far as practicable, state the nature of the injury or illness, and the estimated duration of absence.

(iii) He shall prove to the satisfaction of his employer that he was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.

Provided that proof `to the satisfaction of the employer' referred to above, may be a statutory declaration supplied to the employer by the employee within 24 hours of resumption of work.

(iv) He shall not be entitled during his first year of any period of service with an employer to leave in excess of 40 hours of working time. Provided that during the first 6 months of the first year of any period of service with an employer, he shall be entitled to sick leave which shall accrue on a pro rata basis of 6 2/3 hours of working time for each month of service completed with that employer.

Provided further that on application by the employee during the seventh month of employment and subject to the availability of an unclaimed balance of sick leave the employee shall be paid for any sick leave taken during the first 6 months and in respect of which payment was not made.

(v) He shall not be entitled during the second or subsequent years of any period of service with an employer to leave in excess of 64 hours of working time.

(vi) In the case of an employee with not less than 3 months continuous service, his continuity of employment for the purposes of this clause shall not be affected by reason of his being stood off on account of seasonal fluctuations for any period not exceeding 3 months in any sick leave year.

For the purposes of this paragraph seasonal fluctuations include the termination of an employee's services owing to completion of contracts.

(b) Single Day Absences.

An employee shall not be entitled to single days of paid sick leave on more than 2 occasions in any one year of service unless he produces to the employer a certificate from a qualified medical practitioner to the effect that he is unfit for duty on account of personal illness or injury by accident. Nothing in this subclause shall limit the employers rights under subclause (a) (iii) of this clause.

(c) Cumulative Sick Leave.

Sick leave shall accumulate from year to year so that any balance of the period specified in subclause (a)(iv) or in subclause (c) of this clause which has in any year not been allowed to an employee by his employer as paid sick leave may be claimed by the employee and shall be allowed by the employer in a subsequent year without diminution of the sick leave prescribed in respect of that year.

(d) Attendance at Hospitals etc.

Notwithstanding anything contained in subclause (a) of this clause, an employee suffering injury through an accident arising out of and in the course of his employment (not being an injury in respect of which he is entitled to workers' compensation) necessitating his attendance during working hours on a doctor, chemist or trained nurse, or at a hospital, shall not suffer any deduction from his pay for the time (not exceeding 4 hours) so occupied in the day of the accident, and shall be reimbursed by the employer all expenses reasonably incurred in connection with such attendance.

(e) Definition of Year.

For the purposes of this clause `year' means the period from the date of commencement of an employee's service to the anniversary of such date in each subsequent 12 months employment.

(f) Taking Sick Leave on Rostered Day Off.

Where an employee is sick or injured on the week day he is to take off in accordance with the provisions of Clause 22 - Hours of Work, subclause (e)(i) of this award, he shall not be entitled to sick pay, nor will his sick pay entitlement be reduced as a result of his sickness or injury on that day.

36. STARTING AND FINISHING TIMES

(a) Where proper facilities are provided for an employee to sign on when beginning work, and to sign off when leaving work, the work of such employee shall be deemed to commence when he signs on at the depot, yard or garage in the morning and to finish when he signs off in the evening.

(b) Where proper facilities for signing on or off are not provided, work shall be deemed to commence when the employee enters the depot, yard or garage in the morning and to finish when he leaves the depot, yard or garage in the evening.

Provided that in cases where an employee, driver of a motor vehicle, takes the vehicle to his home at the end of the day's work, his finishing time shall be deemed to be the time of arrival at his home and his starting time on the following morning shall be the time at which he signs on at his employer's depot, yard or garage, unless he has to proceed direct from his home with or to a job without first going to the employer's depot, yard or garage, in which case his starting time shall be the time of leaving his home.

(c) Each employer shall fix a regular starting time for each of his employees which shall with respect to each such employee be the same time on each day of the week. In any case where it is not so fixed, such starting time shall be 7.15 am.

PROVIDED THAT the starting times, once having been determined, may be varied within the spread of hours prescribed by Clause 22 - Hours of Work, subclause (b) by agreement between the employer, employee and where appropriate the Union delegate to suit the circumstances of the establishment, or in the absence of agreement by seven (7) days' notice of alteration given by the employer to the employee.

37. SUNDAY WORK

All time of duty on any Sunday shall stand alone and shall be paid for at the rate of double time with a minimum payment of 4 hours pay at double time.

38. SUPERANNUATION

(a) Definitions

(i) `Fund' means the Transport Workers' Superannuation Fund.

(ii) `Approved Fund' means any fund which complies with the Commonwealth Operational Standards for Occupational Superannuation Funds and which has received the appropriate preliminary listing for taxation purposes from the Commissioner for Occupational Superannuation.

(iii) `Ordinary Time Earnings' means the wage rate that an employee receives for work performed in ordinary hours including supplementary payments and over-award payments, shift loading, casual loading and any permanent all purpose work related allowances but shall exclude overtime payments, annual leave loading, annual or long service leave payments on termination and allowances paid as a reimbursement of expenses.

(iv) `Employee' shall mean any person engaged to perform work in any classification contained in this Award.

(b) Contributions

(i) Each employer covered by this Award shall make contribution into the Fund for each full-time employee, a sum of $17.00 weekly.

(ii) Each employer covered by this Award shall make contribution into the Fund for each casual employee, a sum of $3.40 daily for each day (or part thereof) so employed.

(iii) The employer shall regularly pay such contributions to the credit of each such employee in accordance with the requirements of the approved Fund Trust Deed, but in any event at least once each calendar month.

(iv) Notwithstanding anything elsewhere contained in this clause, an employee who is able to demonstrate to the employer his/her bona fide membership of the religious fellowship known as Exclusive Brethren, shall have the contributions defined in paragraphs (i) and (ii) herein paid into the fund known as C.I.S. Superannuation Deed BR1188, being a scheme approved by the Insurance and Superannuation Commission.

(c) Exemptions

(i) Exemptions may be granted to employers already contributing to an approved fund for all of their employees covered by this Award prior to 1 October 1991 and provided that the contribution rate is at least 3% of ordinary time earnings.

(ii) An employer who at 1 October 1991 is providing occupational superannuation at the rate specified in paragraph (i) into an `approved fund' other than the nominated fund may seek the endorsement of the Tasmanian Industrial Commission to continue to utilise such fund in lieu of the nominated fund.

All applications for exemption shall be submitted to the Tasmanian Industrial Commission pursuant to section 29 of the Industrial Relations Act 1984.

39. TIME BOOKS

(a) An employer shall, at the depot, yard or garage at or from or in connection with which an employee works or at an office convenient thereto, keep a record or time-book showing the name of the employee in which record or time-book shall be entered the time of starting and finishing work each day, the work performed and class of vehicles driven and the maker's capacity of the vehicle and the weekly wage rate for such work, and the amount of overtime hours worked, and the total wages paid to the employee.

PROVIDED proper facilities are made available by the employer for the purpose, such record or time-book entries shall (so far as starting and finishing time each day is concerned and also the work performed and the class of vehicle driven and the maker's capacity of the vehicle) be made each day by the employee at the time of starting and finishing work.

PROVIDED FURTHER that an employee being unable to return to his depot, yard or garage on any day or days, the starting and finishing times of the day or days and the work performed and class of vehicle driven and the maker's capacity of the vehicle shall be entered in the time-book by the employee on the next day he commences work at the depot, yard or garage.

(b) The age of each employee receiving less than the adult wage shall be entered into the record or time-book.

(c) The record or time-books referred to hereinbefore shall on demand be produced by the employer for inspection by any officials (not more than two at any one time) of the Union, duly authorised in writing by the President and Secretary of the local branch or sub-branch of the Union. The inspection shall be made at the place where the record or time-book is kept.

Any demand for production of the record or time-book, made during ordinary working hours on any working day except pay day, shall be complied with forthwith. If the time of any such demand shall not be reasonably suitable to the employer (the burden of proof whereof shall be on the employer) for a full and proper inspection and examination of such record or time-book by the officials, the employer shall nevertheless produce at such time such record or time-book to the officials, who shall be then entitled to examine such record or time-book for the purpose of seeing the nature and general state and condition thereof. A time shall then be agreed upon for the further examination of particulars thereof by such officials, and, if not agreed upon, such time between the aforesaid hours shall be fixed by the officials and shall not be less than 24 hours, or 48 hours in the case of a demand on the day before pay day, after the time of the first demand. The officials shall, in fixing such time, have due regard to the exigencies of the employer's business and must complete each inspection as quickly as reasonably practicable.

(d) Provided that an employer may, at his option, in lieu of a time-book, provide a mechanical clock for the purpose of recording the time of each employee, in which case each employee shall, at the end of the week, enter or record the wages and overtime received on some card or check used in connection with such clock.

(e) Where an employee performs work for which a special rate is provided, a record of such work and the nature of the same shall be entered in the record or time-book.

40. TRAVELLING ALLOWANCE

(a) An employee engaged in ordinary travelling on duty or on work on which he is unable to return to his home at night shall be paid such personal expenses as he reasonably incurs in travelling, but he shall be paid the sum of $15.60 per day at least. Provided that where an employee travels by boat or other conveyance in which his ticket includes meals and bed, he shall not be entitled to the said allowance.

(b) An employee prevented from returning with his turn-out to the depot, yard or garage from which he started shall be paid any travelling expenses he has to incur and as if for time worked for the time he reasonably takes to get to his home beyond the time he ordinarily would have taken to get to his home from the depot, yard or garage.

41. UNION DELEGATES

An employee appointed as union delegate in a depot, yard or garage shall, upon notification thereof to the employer by the branch or sub-branch Secretary of the Union, be recognised as the accredited representative of the Union and shall be allowed the necessary time during working hours to interview the employer or his representative on matters affecting employees in the depot, yard or garage.

42. UNION NOTICE BOARD

Each employer shall erect a notice board at his depot, yard or garage for the purpose of posting any notice thereon in connection with union business, such board to be in a prominent position. All notices shall be signed by an officer of the Union.

Where twenty or more employees are engaged pursuant to the terms of this award, such notice board shall have a glass cover fitted with a lock.

P A Imlach
COMMISSIONER

21 November 1991